IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.138 OF 2005
IN
SUMMARY SUIT NO.2525 OF 2004

Nitin Bhanji Dedhia ....Plaintiff
V/s.
M/s.Shamji Lalji & Co. & Anr. ....Defendants

Mr.Niranjan Laasiya for the Plaintiff.

Mr.J. Trivedi i/b Jurists Uno for Defendant No.2.

**CORAM : S.J. VAZIFDAR, J.**
**DATED : 19TH OCTOBER, 2005.**

**P.C.** :

1. The suit is filed to recover the amounts due in respect of the promissory note. The execution of the promissory note is not denied.

2. It is however, alleged that the amounts due thereunder were repaid to one Savla in February, 1998. It is further alleged that Savla executed a counter promissory note as a result thereof. There is nothing to suggest that the alleged payment to Savla was authorised by the Plaintiff. If Savla has executed a counter promissory note it in fact militates against the case of such authority. In any event the Defendants remedy would in that case be against Savla.

It is important to note that admittedly the original promissory note was not even sought to be taken back by the Plaintiff.

3. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed with costs.

. Refund as per rules.